

# BYLAWS STRATA PLAN NW2050

CYPRESS POINT ABC  
7511/7531/7651 MINORU BLVD.  
RICHMOND, B.C.

Revised December 12, 2014

## **BYLAWS**

### **THE OWNERS, STRATA PLAN NW2050**

#### **BYLAW 1.**

- 1.1 No Lot shall be used for commercial or professional purposes or for any purpose which may be illegal or injurious to the reputation of the development.
- 1.2 Private passenger automobiles and/or motorcycles in a mechanically sound and drivable condition only, shall be parked on common property within designated assigned spaces and no more than one such vehicle shall be parked in any one designated parking space without prior approval of the Strata Council. No motor vehicle, trailer, boat or equipment of any kind shall be driven on any part of the common property other than on driveways without the approval of the Strata Council and no Owner vehicle shall be parked in any owner spaces or other visitor or guest spaces. All vehicles parked on common property must be currently insured.
- 1.3 No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property.
- 1.4 No items of any kind are permitted to be placed and/or stored in the designated parking stalls. These stalls are to be kept clear at all times, save and except authorized and insured vehicles.
- 1.5 The Owner and/or user of each parking stall is solely responsible for the clean-up and the liability arising from oil leakage in the parking stall. Excessive oil leakage will result in prohibition from parking on common property until the vehicle is repaired.
- 1.6 A Resident shall not park in visitors parking or reserved parking at any time, unless a temporary pass is displayed.

#### **BYLAW 2. BICYCLES**

- 2.1
  - a) The bicycle lockup is for bicycle storage only. Any other property will be removed.
  - b) No washing of bicycles is allowed in the bicycle lockup. All washing of bicycles must be done in the designated car wash area.
  - c) Bicycles are only to be stored in the bicycle lockup, storage locker, or within a strata lot as per 2.1(d).
  - d) With the prior written permission of the Strata Council, an Owner may

store his/her bicycle within his/her suite. All bicycles must enter/exit the building from the parking garage entrance and the Owner is liable for any damage caused by the bicycle to the common property.

**BYLAW 3. SELLING OF STRATA LOTS**

- 3.1 No Owner, when selling their Strata Lot in Cypress Point ABC, Strata Plan NW2050, will permit "For Sale" signs to be placed on or about the grounds of Strata Plan NW2050; except for signage allowed as provided for in Bylaw 6.9.
- 3.2 All showings of Strata Lots must be by appointment only, unless the Owners receive written permission to hold an "open house" from the Strata Council President or Vice President (the "President"). The President shall not give written permission to an Owner unless the Owner demonstrates to the Council's satisfaction that the open house will not interfere with the privacy and enjoyment of other Owners or compromise the security of the Strata Corporation. All prospective purchasers must be accompanied by the Owner's agent while in the Strata Lot or on Common Property.
- 3.3 An owner or realtor shall not install lockboxes of any kind anywhere on the Cypress Point Property.

**BYLAW 4. PETS**

- 4.1 No Owner shall keep a pet or animal within Strata Plan NW2050 other than a cat, bird or fish. Permitted pets shall be restricted to two (2) per suite and no Owner shall allow a pet to foul or damage any hallway, garden or common property. No Owner and/or Resident shall permit guests to bring pets into Strata Plan NW2050 and the Strata Council may demand removal within 30 days any permitted cat(s), bird(s) or fish which is/are deemed a nuisance.
- 4.2 No bird feeders or bird houses shall be permitted on the Strata Lot and Owners shall not feed pigeons, gulls or other birds, squirrels, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan or within the buildings boundaries.

**BYLAW 5. DUTIES OF AN OWNER**

- 5.1
  - a) An owner shall repair and maintain his/her lot, including windows and doors, and areas allocated to his/her exclusive use, and keep them in a state of good repair, reasonable wear and tear and damage specifically insured under the Strata Corporation, The Owners, Strata Plan NW2050 insurance policies excepted.
  - b) An owner shall comply with all municipal, provincial and federal laws and any bylaw, rule or regulation enacted hereunder pertaining to the use and condition of his/her lot or the common property.

- c) An owner shall be responsible for the acts and omissions of his/her guests, invitees, tenants and family members, and each contravention of these Bylaws by these said parties shall be deemed for all purposes to be a contravention by the Owner.
- d) An owner shall comply strictly with these Bylaws and Rules and Regulations enacted hereunder. Owners who rent their units must ensure their tenants receive, understand and are aware of the Strata Property Act, the Bylaws and the rules and regulations of the Strata Corporation.
- e) An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his/her lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, out goings and assessments that may be payable in respect of his/her lot.
- f) An owner shall notify the Corporation within 2 weeks of any change of tenancy, ownership or of any change of voting rights with respect to his/her lot, and to provide completed forms - Form K or Form A - as may be required under the Strata Property Act.
- g) An owner shall advise Strata Council a minimum of 3 days prior to any resident moving in or out.
- h) An owner shall pay a move-in fee of FIFTY DOLLARS (\$50.00) and a move-out fee of FIFTY DOLLARS (50.00) to the Strata Corporation to cover moves by new Owners or Tenants. This fee is also due if a resident of a suite, occupied by multiple residents, moves in or out, or if an individual moves internally from one suite to another. Moving In or Out can only take place between 8:00 AM and 9:00 PM. Moving vans must not block access to underground parking or to individual parking stalls, or exit or entry to the complex. The elevators CANNOT be locked off for the duration of the move. They can only be locked off long enough to load or unload the elevator - and the lock MUST then be released for other owners use. Under no circumstances are the building doors to be left propped open without someone in attendance. This is a security breach and is a finable offence.
- i) An owner shall take all necessary care to prevent damage to the common areas of the building and grounds when moving into or out of a strata lot. Should any damage occur, it should be reported promptly to Strata Council. Should damage to any extent occur and repairs are undertaken by the Strata Corporation, the Owner of the strata lot involved will be required to bear all costs of the repair.

## 5.2

- a) An owner shall permit the Corporation, its Strata Council (the "Council") and its other agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his/her Strata Lot ("Lot") for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time required in the

lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Corporation, or for the purpose of ensuring that the Bylaws are being observed.

- b) It is a requirement to have the chimneys inspected and cleaned annually and the Strata Council/Managing Agent will arrange for the inspection and cleaning of the chimneys. An owner shall provide access to his/her suite and the related costs are provided for in the annual budget.

Should Owners not provide access, they will be responsible for ensuring that the inspection and cleaning is then carried out at their own cost by an independent, qualified, licensed and insured company. If this work is not carried out within 30 days following the original inspection date and documented proof provided, fines will be imposed in accordance with these Bylaws.

- c) It is a requirement to have the dryer vents cleaned annually and the Strata Council/Managing Agent will arrange for the cleaning of the dryer vents. An owner shall provide access to his/her suite and the related costs are provided for in the annual budget.

Should Owners not provide access, they will be responsible for ensuring that the cleaning is then carried out at their own cost by a qualified, licensed and insured company. If this work is not carried out and documented proof provided within 30 days following the original inspection date, fines will be imposed in accordance with these Bylaws.

- d) It is a requirement to have the in-suite heat and smoke detectors inspected annually and the Strata Council/Managing Agent will arrange for this to be carried out. An owner shall provide access to his/her suite and the related costs are provided for in the annual budget.

Should Owners not provide access, they will be responsible for ensuring that the inspection is then carried out at their own cost by a qualified, licensed and insured company. If this work is not carried out within 30 days following the original inspection date and documented proof provided, fines will be imposed in accordance with these Bylaws.

- e) An owner shall maintain the security of the building at all times, and shall not leave any door or garage gate in the common property open while unattended.
- f) An owner shall not obstruct or use for any purpose other than ingress to and egress from the Strata Lot the sidewalks, walkways, passages, driveways, lobbies, halls, stairways and entrances of the common property.
- g) An owner shall not tamper, disconnect, replace, obstruct or cover with plastic or other materials, or in any way interfere with the operation of the smoke or heat detectors located inside their suite. Any violation of this Bylaw will result in an automatic fine of \$200.00.

### 5.3

- a) An owner shall not use his/her lot, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any Owner or other occupier of a lot.
- b) An owner shall use and enjoy the common property, common facilities or other assets of the Corporation in a manner that will not unreasonably interfere with their use and enjoyment by other Owners, their families or visitors.
- c) An owner shall undertake any renovation which may disturb other residents during weekdays, Monday to Friday between the hours of 8:30AM and 4:30PM unless alternate arrangements are made with the Strata Council.
- d) An owner shall not make undue noise or keep any instrument or device, in or about his/her lot, which in the view of Council, causes interference with the peace and quiet enjoyment of other Owners and Tenants.
- e) An owner shall make every reasonable effort to minimizing noise in their suites. If hard surface floors are installed they must be installed with a high quality insulator. If noise from hard surface floors (insulated or not) disturbs other residents, the Owners with hard surface floors or tile, must carpet the traffic areas on the hard surface floors.
- f) An owner shall not leave anything in the lobbies, except books, magazines and locally delivered newspapers, which are to be left neatly on the tables provided.
- g) An owner shall only operate vacuums, dishwasher, washers and dryers between 8:00 AM and 10:00 PM.

### 5.4

- a) An Owner and/or Resident shall not do any act or permit any act to be done or alter or permit to be altered his/her Strata Lot in any manner, which in the opinion of the Strata Council will alter the exterior appearance of the building.
- b) An owner shall not undertake any structural alterations to the interior of any Strata Lot, no alterations to the common electrical and no alterations to the common plumbing systems without the prior written consent of the Strata Council.
- c) An owner shall not permit any act to be done or condition to exist within his/her lot which causes, or might cause, damage to the common plumbing and electrical systems or wastage or excessive consumption of the common electricity, water, or natural gas supplies.
- d) After passage of these bylaws, an Owner shall not install any garburator, jacuzzi or any other appliance which uses the electrical or plumbing systems without the prior written consent of Council. Any Owner who has such appliances installed prior to the passage of the

Bylaws shall within 10 days of passage of the bylaws, inform Council in writing of the appliances that are installed. All such installations may be subject to inspection by Council.

5.5

- a) An owner shall not affix any antennae, flag, wind chimes, fence, notice, sign, advertisements, screens, awnings, satellite dish or any other material to a window or exterior portion of his/her lot or the common property except as allowed under these bylaws.
- b) An owner shall not build, affix or attach any greenhouse, shed, enclosure, fence, or supplementary heating device or air-conditioner to a window, exterior portion of his/her lot or the common property.
- c) An owner shall only install or display white or cream in a solid color window covering visible from the exterior of the building.
- d) An owner may attach Christmas lights to the outside of the suite and on the balcony of the suite for the period of December 1st to January 15th only.
- e) An owner shall not permit laundry, refuse, boxes, luggage, motorized vehicles, household furniture, or any other item to be used, displayed or stored in any patio or balcony area, save and except for plants, plant containers (other than planters constructed with metal nails or staples), propane or electric barbecues that are CSA approved or patio furniture. Hibachi's and other charcoal fuel or open flamed devices are not permitted.
- f) Owners shall not have anything sit on, or hang from, parapet walls or balcony railings and flashings, including planter boxes.
- g) An Owner may not use any Christmas trees other than artificial.

5.6

- a) An owner shall not permit any act which may have the effect of increasing the risk of fire or the rate of property or liability insurance on the common property.
- b) An owner may not smoke nor possess any lit cigar, cigarette or pipe in the parkades, elevators, or any other interior portion of the common property except for the area with the tables and chairs in the recreation area nor store any flammable or explosive substance in his/her lot or in the interior of the common property.
- c) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the Owner's family or the Owner's guests, employees, agents or tenants, but only to the extent that such expense is not met by the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of this Bylaw, any insurance deductible paid or

payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the expense was incurred, and shall become due and payable on the date of payment of the monthly assessment

- d) Should damage, of any kind, be sustained to a suite door, an owner(s) of the specific strata lot shall be solely responsible for all repairs and/or replacements, together with the associated costs. Should an owner make an insurance claim against the Strata Corporation's insurance policy, then the owner(s) shall be responsible for either:

(i) payment of the deductible sum in the event an Owner makes an insurance claim against the buildings policy, which is accepted and processed by the insurance company,

Or

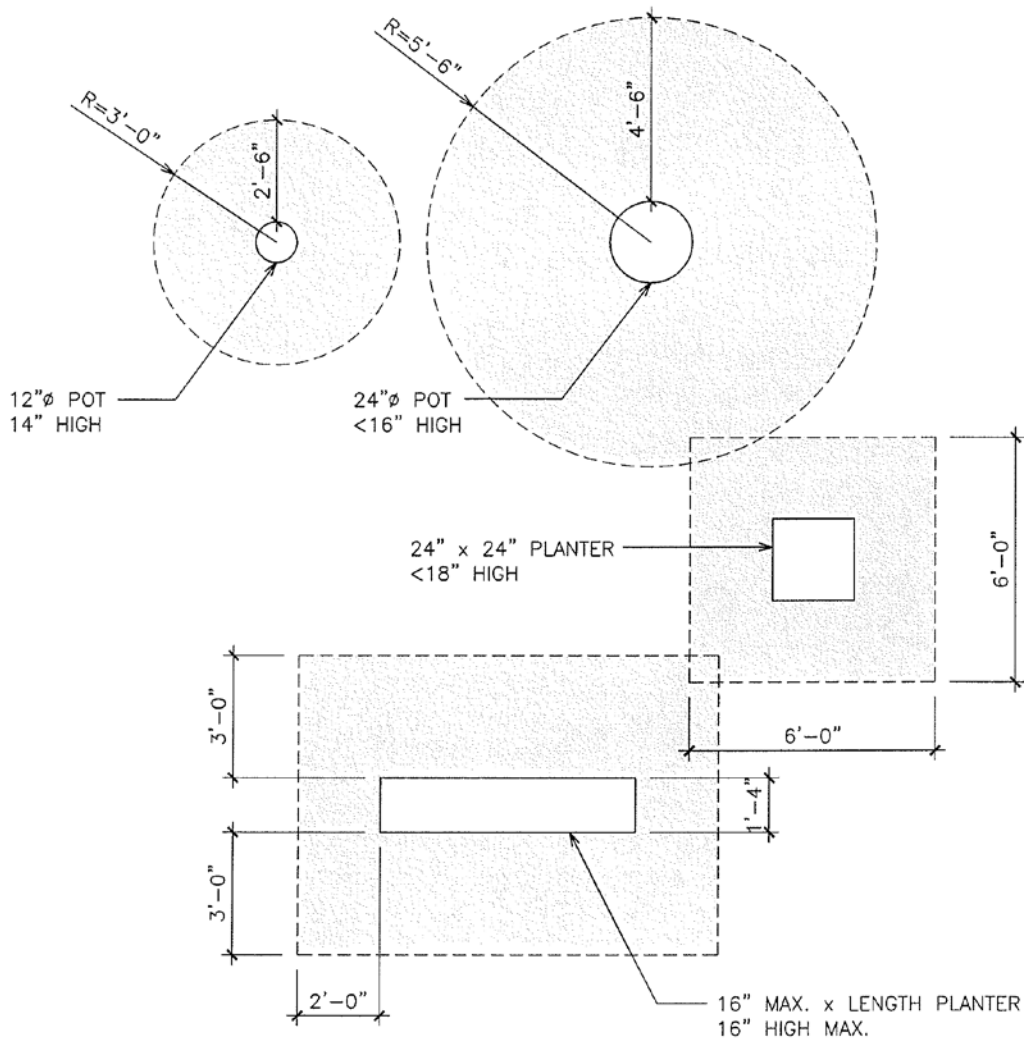
(ii) payment of the costs, by an Owner for the cost of such a repair/replacement, where the amount is less than the deductible sum, and an insurance claim is not accepted and processed.

- e) "In consideration of the current design and construction of roof top decks which allows for the dead load of the structure and live loading as anticipated by the building code at the time of construction with no specified allowance for superimposed dead loading, storage of materials, chattels and the construction of roof top gardens shall be strictly limited to the guidelines presented here.

1. No plantings, storage or materials or other semi-permanent loadings which generate pressures in excess of 85 lbs/sq. ft. even over limited areas are permitted. This equates to soil depths less than 24" in all cases.
2. Hot tubs and inflatable pools are not permitted
3. Plantings and limited material storage is permitted, provided loading is limited as in Point 1 above and clear space is provided around plantings and stored materials sufficient to attenuate the effective average distributed load to an allowable level of 10 lbs/sq ft.
4. The "exclusion zones" do not preclude occupant access for tending of plantings or other similar residential occupancy activity. It is understood that live loading due to occupancy and snow is in addition to the superimposed dead load allowance.
5. Typical residential chattels such as: deck chairs, tables, heaters and barbeques (provided these items are permitted under existing by-laws and fire/insurance regulations) among others, have negligible effect and are excluded.
6. Stored personal effects in boxes or weather proof containers should be limited to no more than 36" in height, following the guidance provided in SK-01 for clear space surrounding, unless it can be demonstrated that the effects of this storage do not



exceed the 10 lbs/sq. ft. superimposed dead load allowance."



## TYPICAL PLANTER LOADING ON DECKS – PLAN

N.T.S.



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### CYPRESS POINT

7511-7651 MINORU BLVD., RICHMOND, B.C.

### UNIT 329/332 BUILDING C STRUCTURAL DESIGN REVIEW

Scale	Date	Project No.	Sketch Number	Rev.
N.T.S.	NOVEMBER 3, 2008	VAN.037207.0012	<b>SK.01</b>	<b>0</b>

## 5.7

- a) An owner shall not bring into/or allow to be brought into the buildings of Cypress ABC commercial shopping carts at any time.
- b) An owner shall not discharge any material substance, debris or any object from any window, door, patio, deck or any other part of a Strata Lot or the common property, including cigarette butts or similar smoking materials.
- c) Any owner shall be responsible for the removal of any waste material other than ordinary household refuse and normally collected recycling materials.
- d) An owner and/or invitees shall not cause damage to trees, plants, bushes, flowers or lawns.

## 5.8

- a) An owner shall repair and maintain or cause to be repaired and maintained in a good, clean, and safe condition all appliances, fixtures, and household items in a Strata Lot including but not limited to: dishwashers; washing machines; dryers; ovens; refrigerators, including but not limited to ice and water dispensers; garburators; hot water tanks; toilets, sinks, and bathtubs; plumbing, pipes, and fixtures visibly located within or accessible from a Strata Lot; heating and cooling devices; all household items and other objects placed in the Strata Lot by an owner; and all alterations or additions to a strata lot or to common property to which the owner has exclusive use; notwithstanding the generality of Bylaw 5.6(c), indemnify and save harmless the Strata Corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis) which the Strata Corporation may sustain, incur, or be put to by reason of or arising out of: any breach by an owner or an owner's agent, tenant, occupant, or invitee of Bylaw 5.8(a), including without limiting the generality of the foregoing: the freezing or bursting of pipes whether or not such pipes are located within a strata lot, as a result of failure by the owner, or the owner's agent, tenant, or occupant to reasonably maintain or adjust the temperature in a strata lot;

a clogged or blocked drain on a patio, deck, or balcony which is for the exclusive use of an owner; any pet which resides in or visits a strata lot, or which an owner, or an owner's tenant, occupant or invitee permits to be or remain on common property or limited common property; any act or omission by an owner or an owner's agent, tenant, occupant, or invitee, including a person under the age of 19; or any loss or damage for which an owner is responsible.

## **BYLAW 6. DUTIES OF CORPORATION**

- 6.1 The Strata Corporation shall control, manage and administer the common property, common facilities or other assets of the Corporation for the benefit of all Owners.
- 6.2 The Strata Corporation shall keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevator, sauna, shower and recreational facilities and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation.
- 6.3 The Strata Corporation shall maintain all common areas both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies.
- 6.4 The Strata Corporation shall maintain and repair, including renewal where reasonably necessary, pipes, wires, cables, chutes and ducts for the time being used in connection with the enjoyment of more than one lot or common property.
- 6.5 On the written request of an Owner or mortgagee of a lot, the Strata Corporation shall produce to him or a person authorized in writing by him the insurance policies effected by the Corporation and the receipts for the last premiums.
- 6.6 The Strata Corporation shall collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a financial institution.
- 6.7 The Strata Corporation shall pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Corporation.
- 6.8 The Strata Corporation shall have a common seal which shall not be used except by authority of Council expressed by simple resolution.
- 6.9 The Strata Corporation shall erect a sign for the common use of the Owners offering lots for sale.

## **BYLAW 7. POWERS OF CORPORATION**

- 7.1 The Strata Corporation shall purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation.
- 7.2 The Strata Corporation shall borrow money required by it in the performance of its duties or the exercise of its powers.
- 7.3 The Strata Corporation shall secure the repayment of money borrowed by

it, and the payment of interest, by negotiable instrument or mortgage of unpaid contribution, whether levied or not, or mortgage of any property vested in it, or by combination of those means.

- 7.4 The Strata Corporation shall invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund.
- 7.5 The Strata Corporation shall make an agreement with an Owner or occupier of a lot for the provision of amenities or services by it to the lot or to the Owner or occupier.
- 7.6 The Strata Corporation shall grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Corporation by unanimous resolution otherwise resolves.
- 7.7 The Strata Corporation shall designate an area as limited common property and specify the lots that are to have the use of the limited common property.
- 7.8 The Strata Corporation shall make rules and regulations it considers necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the common property, common facilities or other assets of the corporation.
- 7.9 The Strata Corporation shall do all things necessary for the enforcement of these Bylaws and the Rules and Regulations of the Corporation, and for the control, management and administration of the common property, common facilities or other assets of the Corporation, generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of these Bylaws, such collection to be by all necessary proceedings, including court proceedings.
- 7.10 The Strata Corporation shall, subject to these bylaws, determine the levy for the contingency reserve fund which shall be not less than FIVE PERCENT (5%) of the total annual budget, until the reserve reaches such reasonable amount as the Council considers sufficient having regard to the type of buildings in the Strata Plan. The Strata Council shall also have the authority to raise further funds at a later date as may be necessary from time to time for the replenishment of the contingency reserve fund.

#### **BYLAW 8. COUNCIL**

- 8.1 The powers and duties of the Corporation shall, subject to any restriction imposed or direction given at a General Meeting and bylaw 7.2, 7.3, 7.6, 7.7, 7.8 which requires approval of a Special Resolution at a General Meeting, be exercised and performed by the Council of the Corporation.
- 8.2 The Council shall be elected by and from among the Owners and shall consist of not less than three (3) or more than seven (7) members, and there will be a maximum of one non resident owner per term, unless there are an

insufficient number of nominations.

8.3 Where a lot is owned by more than one person, only one Owner of the lot shall be a member of the Council at any one time.

8.4. **Definitions** In this Bylaw, the following terms shall have the following meanings.

(a) "**Act**" means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;

(b) "**Existing Bylaws**" mean the Bylaws of the Strata Corporation, as filed at the Land Title Office from time to time;

(c) "**Owner**" means the person shown in the register of a land title office as the owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;

(d) "**Strata Corporation**" means the strata corporation formed by deposit of the Strata Plan;

(e) "**Strata Council**" means the duly elected Strata Council of the Strata Corporation; and

f) "**Strata Plan**" means Strata Plan NW2050.

8.5. **Strata Council.** In addition to the terms and requirements set out in the Existing Bylaws, the following terms shall apply to the Strata Corporation:

(a) any Owner:

(i) whose strata fees are in arrears, and against who the Strata Corporation is entitled to register a lien;

(ii) against whom the Strata Corporation has started an action or other proceeding and against whom the Strata Corporation is entitled to make a claim; or

(iii) who has started a court action or other proceeding against the Strata Corporation;

shall not be eligible to be elected to, or to remain a member of the Strata Council.

(b) immediately upon the occurrence of one of the events referred to in Bylaw 2(a), such member of the Strata Council shall:

(i) except in accordance with the Act or the Existing Bylaws, not be entitled to attend any meeting of the Strata Council;

(ii) not be entitled to vote at meetings of the Strata Council; and

(iii) return to the Strata Council all keys or other items that he or she may have in his or her possession as a result of his or her position as a member of the Strata Council.

#### **BYLAW 9. VACANCIES AND QUORUMS**

- 9.1 Except where the Council consists of all Owners, the Strata Corporation may, by resolution at a special general meeting, remove a member of the Council before expiry of his/her term of office and appoint another Owner in this place to hold office until the next annual general meeting.
- 9.2 A vacancy on the Council may be filled by the remaining members of the Council.
- 9.3 A quorum of the Council is two (2) where the Council consists of three (3) members: three (3) where it consists of five (5) members: and four (4) where it consists of six or seven (7) members.

#### **BYLAW 10. OFFICERS AND MEETINGS**

- 10.1 At the first meeting of the Council held after each Annual General Meeting of the Corporation, the Council shall elect from among its members a president and vice president, treasurer, secretary and assistant secretary (if there is sufficient members for each office) who shall hold office until the conclusion of the next Annual General Meeting of the Corporation or until their successors are elected or appointed.
- 10.2 The president of the Council shall have a casting vote in addition to his/her original vote.
- 10.3 Where the president is absent from any meeting of the Council, or vacates the chair during the course of a meeting, the vice president shall act as the president and have all the duties and powers of the president while so acting.
- 10.4 In the absence of both the president and the vice president, the members present shall from among themselves appoint a president for that meeting,

who shall have all the duties and powers of the president while so acting.

- 10.5 At meetings of the Council all matters shall be determined by simple majority vote.

**BYLAW 11. COUNCIL POWERS**

11.1 The Council may

- a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet when any member gives the other members not less than 3 days' notice of a meeting proposed by him, specifying the reason for calling the meeting, unless the other members agree to waive the notice;
- b) subject to section 32 of the Strata Property Act, employ for and on behalf of the Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the corporation, and the exercise and performance of the powers and duties of the corporation; and
- c) subject to any restriction imposed or direction given at a general meeting; delegate to one or more of its members, or to a member or committee of members of the Corporation, or to its manager, those of its powers and duties it thinks proper, and at any time revoke a delegation.

**BYLAW 12. COUNCIL DUTIES**

12.1 The Council shall keep, in one location, or in the possession of one person, and shall make available on request to an Owner or a person authorized by him,

- a) a copy of the Strata Property Act
- b) a copy of these Bylaws and amendments thereto;
- c) a copy of special or unanimous resolutions;
- d) a copy of all the legal agreements to which the Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements or rights of way;
- e) a register of the members of the Council;
- f) a register of the lot Owners, setting out the lot number, the name of the Owner, the unit entitlement, the name and address of any



mortgagee who has notified the Corporation, the name of any tenant or lessee, and a notation of any assignment by the Owner to the lessee;

- g) the annual budget for each year; and
- h) minutes of all general meetings and of all Council meetings.

12.2 The Council shall:

- a) keep minutes of its proceedings;
- b) cause minutes to be kept of general meetings;
- c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
- d) prepare proper accounts relating to all money of the Corporation, and the income and expenditure of it, for each Annual General Meeting; and
- e) on application of an Owner or mortgagee, or a person authorized in writing by him, make the books of account available for inspection at all reasonable times.

12.3 All acts done in good faith by the Council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the Council, as valid as if the member had been duly appointed or had duly continued in office.

12.4 A member of a Council is not personally liable for an act done in good faith in carrying out his/her duties as a member of the Council.

12.5 Annual General Meetings shall be held once in each year, and not more than 13 months shall elapse between one Annual General Meeting and the next.

12.6 General meetings other than the Annual General Meeting shall be called special general meetings.

12.7 The Council may, whenever it thinks proper, and shall on a requisition in writing by Owners or mortgagees of TWENTY-FIVE PERCENT (25%) of the lots, within two (2) weeks after the requisition, convene a special general meeting.

12.8 Seven (7) days' notice of every general meeting specifying the place, date and hour of the meeting, and in case of special business the general nature of the business, shall be given to all Owners and first mortgagees who have notified their interests to the Corporation. Accidental omission to give notice to an Owner or to a first mortgagor, failure to receive the notice by an Owner does not invalidate proceedings at the meeting.

**BYLAW 13. GENERAL MEETINGS**

13.1 All business shall be deemed special that is transacted at an Annual General

Meeting, with the exception of the consideration of accounts and election of members to the Council, or at any special general meeting.

- 13.2 Save as these Bylaws otherwise provide, business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- 13.3 One third of the persons entitled to vote present in person or by proxy constitutes a quorum.
- 13.4 The president of the Council shall be the president of all general meetings. In his/her absence from the meeting or in case he vacates the chair, the vice president of the Council shall act as president. In other cases, the meeting shall appoint a president.
- 13.5 The order of business at general meetings, and as far as is appropriate for special general meetings, shall be:
  - a) electing the president of the meeting, if necessary;
  - b) calling the roll, certifying proxies and issuing a voting card for each lot represented at the meeting;
  - c) filing proof of notice of meeting or waiver of notice;
  - d) reading and disposing of any non-approved minutes;
  - e) receiving reports of committees;
  - f) considering the financial statements;
  - g) considering the annual budget;
  - h) unfinished business;
  - i) electing a Council, if necessary;
  - j) new business; and
  - k) adjournment.
- 13.6 If within fifteen minutes from the time appointed for a General Meeting a quorum is not present, the meeting shall be called to order and the persons entitled to vote, present in person or by proxy, shall constitute a quorum.

#### **BYLAW 14. VOTING AT MEETINGS**

- 14.1 At a general meeting a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is requested by an Owner present in person or by proxy. A request for a poll may be withdrawn.

- 14.2 Unless a poll is requested, a declaration by the president that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 14.3 A poll, if demanded, shall be taken in whatever manner the president thinks proper, and the result of the poll shall be deemed to be resolution of the meeting at which the poll was requested.
- 14.4 In the case of equality in the votes, whether on a show of hands or on a poll, the president of the meeting is entitled to a casting vote in addition to his/her original vote.
- 14.5 On a show of hands, an Owner shall indicate his/her vote by showing his/her voting card. On a show of hands or on a poll, votes may be given either personally or by proxy.
- 14.6 Except in cases where, under the Strata Property Act, a unanimous resolution is required, an Owner is not entitled to vote at a general meeting unless all contributions payable for his/her lot have been paid.
- 14.7 Where Owners are entitled to successive interests in a lot, the Owner entitled to the first interest is alone entitled to vote, whether on a show of hands or a poll.
- 14.8 An Owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

#### **BYLAW 15. PROXIES**

- 15.1 An instrument appointing a proxy shall be in writing signed by the appointer or his/her attorney, and may be either general or for a particular meeting.
- 15.2 A proxy need not be an Owner.
- 15.3 Notwithstanding the provisions of these Bylaws on appointment of a proxy, where the Owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an Owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his/her mortgage to the Corporation, no instrument of proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his/her presence at the calling of the roll and he, rather than the Owner, shall be issued a voting card.

#### **BYLAW 16. VIOLATION OF BYLAWS**

- 16.1 An infraction or violation of these Bylaws or any Rules and Regulations made thereunder on the part of an Owner, his/her employees, agents, invitees or tenants may be corrected, remedied or cured by the Corporation. Any costs or expense so incurred by the Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner

for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.

- 16.2 The Corporation may recover from an Owner any unpaid fine or assessment levied against the Owner arising from these Bylaws or from an infraction or violation of these Bylaws or from an infraction or violation of any rule or regulation amended hereunder or any money which the Corporation is required to expend as employees, agents, invitees or tenants in a court of competent jurisdiction, by arbitration, or in any applicable administrative proceeding, such recovery in the foregoing instances to include recovery of all legal fees and disbursement incurred by the Corporation, whether paid or unpaid, for all advice or proceedings or both incurred as a result of such infraction or violation and required to recover such fine, assessment, money, legal fees, disbursements, or other expenses, as the case may be, and for all advice or proceedings or both incidental to any proceedings incurred as a result of such infraction or money, legal fees, disbursements or other expenses, as the case may be, all of such legal fees and disbursements to be calculated on a solicitor and own client basis, which basis is a full indemnity for all legal fees and disbursements actually incurred by the Corporation pursuant to this Bylaw 16.2.
- 16.3 The Corporation may, in its sole discretion, impose fines for any breach of these Bylaws or any Rules or Regulations established hereunder as follows: for the first breach by an Owner the fine shall be FIFTY DOLLARS (\$50.00), for each subsequent breach by the same Owner, (not necessarily the same breach), the fine may increase in increments FIFTY DOLLARS (\$50.00) to a maximum of TWO HUNDRED DOLLARS (\$200.00) per fine.
- 16.4 The Corporation may, for a reasonable length of time, deny an owner, tenant, occupant, visitor or any person who has the right to use the recreational facility pursuant to a joint use agreement between the subject strata corporation and any participating strata corporation, including Woodridge Estates and Ashford Place, the use of a recreational facility that is common property or a common asset if the owner, tenant, occupant or visitor has contravened a bylaw or rule relating to the recreational facility.

#### **BYLAW 17. COMMON EXPENSES**

- 17.1 The lot Owner's contribution to the common expenses of the Corporation shall be levied in accordance with these Bylaws.
- 17.2 Common expenses shall be allocated to all lots and shall be borne by the Owners in proportion to the unit entitlement of their lots.
- 17.3 Where a strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the Owners of the lots entitled to use the limited common property in proportion to the unit entitlement of their lots.
- 17.4 At each annual general meeting the Corporation shall prepare an annual

budget for the following 12 month period and all Owners shall, subject to Bylaws 17.2 and 17.3, pay a monthly assessment in accordance with each approved annual budget and their unit entitlement

- 17.5 Regular monthly assessments are due on the first day of each month. Any Owner who fails to pay any assessment within 10 days after the due date will be assessed a fine of \$50.00.
- 17.6 If an Owner shall default in his/her contribution to the Common Expenses or the Corporation, the Corporation may, at its discretion, require that Owner to pay his/her contributions to the Common Expenses, or the estimate of the Owners contributions to the Strata Corporation, annually in advance and the Owner shall be liable for any increase in the maintenance fees during the year as they become due.
- 17.7 Any monies paid to the Corporation pursuant to Bylaw 17.6 shall be kept in a separate account and paid interest at current rates.
- 17.8 Any payments received by the Strata Corporation from an Owner shall be applied to the oldest outstanding charges against the Strata Lot, irrespective of reason for the charge. For the purpose of this Bylaw, charges are defined as any amounts for which an owner is liable under the Condominium Act and/or the Bylaws, including, but not limited to, monthly assessments, special assessments, fines, lien filing charges, legal expenses incurred by the Strata Corporation with respect to the Strata Lot and expenses incurred by the Strata Corporation in remedying breaches of the Bylaws.
- 17.9 The purchase and replacement cost for FOBS and Garage Remotes shall be \$50.00. Refund depreciation will be calculated at twenty percent (20%) per year and will not be available after five years.

#### **BYLAW 18. INTEREST ON LATE PAYMENT OF STRATA FEES**

- a) For the purposes of this bylaw, section 1 of the Standard Bylaws as amended from time to time shall be deemed to be the schedule for the payment of strata fees.
- b) The Strata Corporation may charge an owner who is late paying his/her strata fees, interest commencing on the day after the strata fees were due until the date of partial or full payment at the rate of 10% per annum, simple interest, calculated annually, not in advance or such other maximum amount of interest as provided for in the Regulations to the Strata Property Act, as amended from time to time.
- c) The interest payable on a late payment of strata fees is not a fine and shall form part of the strata fees for the purposes of section 116 of the Strata Property Act.
- d) The strata corporation may charge interest and levy a fine for late payment of fees.

e) Charges on Late Strata Maintenance Fees will be applied as follows:

- 1<sup>st</sup> Month - 1<sup>st</sup> Warning Notice is sent (Charge of \$50.00 late fee)
- 2<sup>nd</sup> Month - 2<sup>nd</sup> Warning Notice is sent (Automatic charge of \$100.00 late fee)
- 3<sup>rd</sup> Month - Demand letter is sent by the Strata Corporation's Lawyer (Automatic charge of \$150.00 late fee plus legal fees)
- 4<sup>th</sup> Month - Lien may be placed on the property (Automatic charge of \$200.00 late fee plus legal fees and lien)

New owners are exempt from this Bylaw for the first month's fee only."

## **BYLAW 19. NOTICES**

- 19.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under these bylaws shall be well and sufficiently given if mailed to the Owner at the address of his/her lot and if left with him or some adult person at that address.
- 19.2 A notice given by post shall be deemed to have been given forty-eight (48) hours after it is posted.
- 19.3 An Owner may at any time in writing advise the corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the Owner for the giving of notices.
- 19.4 The word "notice" shall include any request, statement or other writing required or permitted to be given by the Corporation to the Owner of the lot

## **BYLAW 20. RENTAL SUITES**

- 20.1 Any Owner wishing to rent or lease his/her unit must comply with the following:
  - a) Any Owner(s) wishing to rent his/her unit is required - within 2 weeks - to advise the Strata Corporation in writing as to who is managing the suite. Also to provide a completed Form K in accordance with the Strata Property Act.
  - b) The Owner must accompany the Form K with the payment of \$50.00 which represents the move-in fee required under Bylaw 5.1(g).
  - c) The number of Tenants in the strata lot during the term of the lease must not exceed two (2) for a one bedroom lot or four (4) for a two bedroom lot.
  - d) The Owner is not permitted to enter into a lease agreement to rent or lease a strata lot to any person or persons under the age of 19.

- e) The Owner shall not be released of any obligations and shall jointly and severally be liable with the proposed lessee or renter with respect to such obligation.
- f) Any Owner of a strata lot in Strata Plan NW2050 may be fined up to a sum of \$200.00 per month for each month or part thereof that the strata lot is leased or rented in contravention of the provisions of this Bylaw and the fine shall be added to and become part of the assessment of that Owner and shall become due and payable on the date of payment of his/her monthly assessment fee. Any Owner who continues in violation of this Bylaw beyond 4 months shall be liable to a fine of \$400.00 per month on the 5th month and every month thereafter that the strata lot is leased or rented in contravention of the provisions of this Bylaw and the fine shall be added to and become part of the assessment of that Owner and shall become due and payable on the date for payment of his/her monthly assessment fee.

**BYLAW 21. ALTERATIONS TO STRATA LOTS AND COMMON PROPERTY**

- 21.1 Notwithstanding anything else in these Bylaws, Owners are prohibited from making any alterations to the exterior structure of their Strata Lots, to common property or limited common property without the express written permission of Strata Council under this Bylaw.
- 21.2 For the purposes of Bylaw 21.1, alterations shall include the construction or affixation of satellite dishes, flower boxes, Christmas lights, antennae, and any other item that requires installation of any sort, particularly the use of screws, nails and any other item which would allow water to penetrate the buildings.
- 21.3 Any Owner wishing to make any alteration under Bylaw 21.1 must apply, in writing, to the Strata Council for permission prior to making such alteration, and such application shall include:
  - a) the nature of the alteration;
  - b) the location of the alteration;
  - c) the means by which the alteration will be made; and
  - d) an undertaking from the Owner to accept responsibility for any loss or damage arising as a result of the alteration at any time.
- 21.4 Upon receipt of an application under Bylaw 21.3, the Strata Council shall either:
  - a) request further information from the Owner; or
  - b) advise the Owner in writing of Strata Council's decision within 2 weeks of the date of receipt of the application, and in the event of a request under Bylaw 21.3, the Strata Council shall provide the Owner with a written decision within 2 weeks of receiving the information

requested thereunder.

21.5 Owners who make any alteration in contravention of Bylaw 21 shall be subject to a fine of \$200.00, which may be levied every 7 days until such contravention is remedied.

21.6 Owners who make any alteration under Bylaw 21 shall be solely responsible for all loss and/or damage associated with such alteration.

## **22. POOL RULES AND REGULATIONS**

a) For safety and enjoyment of users of this pool facility and in compliance with the Municipality of Richmond Public Health Regulations, the following rules and regulations must be complied with. (OFFENDERS WILL BE DENIED USE OF THIS AREA - AND MAY BE FINED).

b) NO PERSON SHALL ENTER THIS POOL WHO:

1. Has not had a cleansing shower
2. Is obviously ill
3. Has open wounds or sores
4. Is wearing a bandage
5. Has sore or infected eyes
6. Has discharging ears or nose
7. Is not wearing clean or proper bathing attire (cut offs are not permitted)
8. Is intoxicated
9. Has no visible swimming tag attached to swimwear
10. Is under 14 years of age unless accompanied by an adult (19 years or older)

c) NO PERSON SHALL IN THE POOL AREA:

11. Eat or drink
12. Use glass containers of any kind
13. Push or run in the pool area
14. Wear swim fins or any other like equipment
15. Swim alone
16. Swim other than within the posted hours of the pool
17. Behave in a boisterous or belligerent manner
18. Use radios or any other sound reproducible equipment



d) CHILDREN

19. Huggies or Pampers are NOT ACCEPTABLE swimwear. Cloth diapers with a plastic pant or 'Little Swimmers' are acceptable by the Richmond board of Health.
20. Children under 14 may not use the spa or pool without an adult (19 years of age or older) in attendance.
21. Children 6 years of age and under are prohibited from using the hot tub.
22. **Children's Hours are: 10:00 AM to 12:00 NOON and 3:00 PM to 8:00 PM**

**NOTE: NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK!**

23. Green or orange pool tags must accompany all users of the pool / spa.

e) RULES

No Diving  
No Running  
No Splashing  
No Ball Throwing  
No Profanity  
No Alcohol  
No Nude Sunbathing or Swimming  
No Tags / No Admittance  
No Cannonballing  
No Jumping

f) POOL INFRACTIONS

1 <sup>st</sup> Infraction	Notice Warning
2 <sup>nd</sup> Infraction	Notice Warning - Threat of Deleting Fob
3 <sup>rd</sup> Infraction	Delete Fob for 30 days
4 <sup>th</sup> Infraction	Delete Fob for the Season

**23. POOL HOURS OF OPERATION**

- a) The hours of operation for Shared Facilities is 6:00 AM to 11:00 PM.